

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re: Gary McMullin ) Case No. 11-40243  
and )  
Janella K. McMullin ) Chapter 13  
Debtors ) Confirmation Hearing  
 ) 11:00 a.m. Courtroom 7 North  
 ) June 23, 2011  
 ) Judge Surratt-States

FIRST AMENDED CHAPTER 13 PLAN

**PAYMENTS.** Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts: (complete one of the following payment options)

**Debtors to pay \$1,400 a month for the first 8 months and thereafter \$1,600.00 for 52 months.**

**In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:**

(1) Debtor shall send any tax refund received during the plan to the Trustee; however, debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain from such refunds the lesser of the sum of two monthly plan payments or \$600 from such tax refunds, each year, for necessities. (2) Fifty percent of any distribution paid or payable to the debtor from debtor's pension plan or as an employee bonus. (3) Additional lump sum(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.

A minimum of \$9,840.00 will be paid to non-priority unsecured creditors.

**DISBURSEMENTS.** Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below:

1. **Trustee and Court Fees.** Pay Trustee a percent of all disbursements as allowed by law [and pay filing fee in the amount of \$\_\_\_\_\_]
2. **Executory Contract/Lease Arrearages.** Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period,

estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
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3. Pay sub-paragraphs concurrently:

(A) Post-petition real property lease payments. Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(B) Post-petition personal property lease payments. Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence ) Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph \_\_\_\_ below.

CREDITOR NAME	MONTHLY PAYMENT
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Sallie Mae \$20.00

(D) Post-petition mortgage payments on Debtor's residence. Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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Citimortgage \$1,327.00 Debtor  
Irwin \$740.00 Debtor

(E) DSO Claims in equal installments. Pay the following pre-petition domestic support obligation arrears in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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No pre-petition claims

4. Attorney Fees. Pay Debtor's attorney \$1,700 (\$2000- \$300 already paid) in equal monthly payments over 18 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See procedures manual for limitations on use of this paragraph]

5. Pay sub-paragraphs concurrently:

(A) Pre-petition arrears on secured claims paid in paragraph 3. Pay arrearage on debt secured by liens on real property in equal monthly installments over the period and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
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Citimortgage 0 48 months 0%

Irwin Home Equity	0	48 months	0%
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**(B) Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 5.93% interest.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
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**(C) Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 5.93% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9(A), estimated as set forth below:

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
Harley	\$15,162.06	\$14,500	60 Months	\$17,795.65
GMAC (G-6)	\$20,973.15	\$15,650	60 Months	\$24,616.15
GMAC (sil)	\$23,728.85	\$19,580	60 months	\$27,849.69

**(D) Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period and with interest as identified below.

CRED. EST BAL.	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST	RATE
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6. Pay \$300 of debtor's attorney's fees and any additional attorney fees allowed by the Court .

7. Pay sub-paragraphs concurrently:

**(A) Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
Fifth Third Bank	\$9493.91	Co-Debtor	0%

**(B) Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to §§ 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid directly by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
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8. **Priority Claims.** Pay the following priority claims allowed under 11 U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
IRS	\$1,816
MO. Dept of Revenue	\$317
St. Charles County Coll. of Rev.	\$1,050

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$176,220.3. Estimated amount available \$0. Estimated repayment in Chapter 7: \$0.00. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$0.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR	COLLATERAL
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(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR	CONTRACT/LEASE
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10. Other:

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

14. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through the plan.

**CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR.**

**DATE:** /s/ 6/2/2011

**DEBTOR:** /s/ Gary McMullin

**DATE:** /s/ 6/2/2011

**DEBTOR:** /s/ Janella McMullin

IN RE: Gary McMullin  
Janella K. McMullin

CASE NO. 11-42043888

CHAPTER 13

**Certificate of Service**

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**CERTIFICATE OF SERVICE**

I certify that a copy of the attached first amended plan was sent by electronic notice or mailed postage pre-paid on or before June 2, 2011 to the following parties:

John V. LaBarge, Jr., P.O. Box 430908, St. Louis, MO 63143  
Office of the US Trustee, 111 S 10th St., 6th Fl, St. Louis, MO 63102

Date: 6/2/2011

/s/ Douglas M. Heagler

Douglas M. Heagler  
Attorney for the Debtor(s)

Account Resolution Corp xxxx 17600 Chesterfield Ste. 201 Chesterfield, MO 63005	Chase - Cc xxxxxxxx6564 Attention: Bankruptcy Department PO Box 100018 Kennesaw, GA 30156	Consumer Collection Management xxxx P.O. Box 1839 Maryland Heights, MO 63043
Afcs xxxx 10333 N. Meridian St., Ste 270 Indianapolis, IN 46290	Citi xxxxxxxx7301 Po Box 6241 Sioux Falls, SD 57117	DCL Medical Laboratories, LLC xxxx P.O.Box 2205 Indianapolis, IN 46206
Bally Total Fitness P.O. Box 1090 Norwalk, CA 90651	Citi Mortgage Inc xxxxx6103 Attention: Bankruptcy Department PO Box 79022, MS322 St. Louis, MO 63179	Discover Financial xxxxxxxx3072 Attention: Bankruptcy Department PO Box 3025 New Albany, OH 43054
Bank Of America 4206 4060 Ogletown/stanton Rd Newark, DE 19713	Citibank Usa xxxxxxxxxxxx6082 Attn.: Centralized Bankruptcy PO Box 20507 Kansas City, MO 64195	Discover Financial xxxxxxxx6547 Attention: Bankruptcy Department PO Box 3025 New Albany, OH 43054
Chase - Cc xxxxxxxx2566 Attention: Bankruptcy Department PO Box 100018 Kennesaw, GA 30156	Collection Resources xxxx P.O. Bodx 2270 2700 1st St. North Suite 303 Saint Cloud, MN 56302	Dsnb Macys xxxxxxxx1720 Attn: Bankruptcy 6356 Corley Rd Norcross, GA 30071

IN RE: **Gary McMullin**  
**Janella K. McMullin**

CASE NO. **11-42043888**

CHAPTER **13**

**Certificate of Service**

(Continuation Sheet #1)

Family Dental Care of winghave xxxx 3009 Winghaven Blvd D Fallon, MO 63366	Hsbc/bsbuy xxxxxxxx0243 Po Box 15519 Wilmington, DE 19850	St. Charles County Collector xxxx 201 N. Second St. Saint Charles, MO 63301
Fifth Third Bank x6490 C/O Bankruptcy Dept, MDROPSO5 1850 East Paris Grand Rapids, MI 49546	IRS Insolvency P.O. Box 66778 Stop 5334STL St. Louis, MO 63166	Unvl/citi xxxxxxxx6165 Attn.: Centralized Bankruptcy PO Box 20507 Kansas City, MO 64195
First National Bank Credit Card Center xxxxxxxxxx7939 Attention: Bankruptcy Department PO Box 3331 Stop Code 3105 Omaha, NE 68103	Irwin Home Equity xxxxxxxxx8371 12677 Alcosta Blvd Ste 500 San Ramon, CA 94583	Visdsnb xxxxxxxxxxxx7126 Bankruptcy 6356 Corley Rd Norcross, GA 30071
G M A C xxxxxxxx9635 PO Box 130424 Roseville, MN 55113	JC Penney xx8391 Attention: Bankruptcy Department PO Box 103106 Roswell, GA 30076	Washington Mutual / Providian xxxxxx5918 Attn: Bankruptcy Dept. PO Box 10467 Greenville, SC 29603
G M A C xxxxxxxx4226 PO Box 130424 Roseville, MN 55113	Metropolitan Plastic Surgery xxxx 70 Jungerman Circle Ste. 401 Saint Peters, MO 63376	Wentzville Endodontics xxxx 1006 Schroeder Creek Blvd Wentzville, MO 63385
Gemb/dobbs Tire xxxxxxxx6511 Po Box 981439 El Paso, TX 79998	Missouri Department of Revenue Bankruptcy Unit P.O. Box 475 301 W. High Street Jefferson City, MO 65105-0475	
Harley Davidson Financial xxxxxxxxxx3259 PO Box 21970 Carson City, NV 89721	Sallie Mae xxxxxxxxxxxxxxxxxxxx0222 Attn: Claims Dept PO Box 9500 Wilkes Barre, PA 18773	